

STATE OF NEW MEXICO
COUNTY OF TORRANCE
SEVENTH JUDICIAL DISTRICT

FILED
7th JUDICIAL DISTRICT COURT
Torrance County
5/22/2019 11:07 AM
ANGELA SIMPSON
CLERK OF THE COURT
/s/ Thomas Wilson

WILLIAM SPILLMAN AND KATRINA GARCIA
SPILLMAN,

Plaintiffs,

v.

No. D-722-CV-2019-00107

METROPOLITAN LIFE INSURANCE COMPANY
AND VERIZON WIRELESS,

Murdock, Shannon

Defendants.

**COMPLAINT FOR BREACH OF CONTRACT, MISREPRESENTATION, FALSE
ADVERTISING, UNFAIR INSURANCE CLAIMS PRACTICES, AND VIOLATION OF
UNFAIR TRADE PRACTICES ACT**

COMES NOW Plaintiffs, William Spillman and Katrina Garcia Spillman, by and through their attorney, Davis Miles McGuire Gardner, PLLC (Penelope Quintero), and for his cause of action state:

JURISDICTION AND VENUE

1. Plaintiffs, William Spillman and Katrina Garcia Spillman, are residents of Bernalillo County, New Mexico.

2. Defendant, Metropolitan Life Insurance Company (hereinafter "MetLife") is a New York Corporation, doing business in Bernalillo County, New Mexico.

3. Defendant, Verizon Wireless (hereinafter "Verizon") is a New Jersey Corporation, doing business in Bernalillo County, New Mexico.

4. The execution and delivery of the Short Term Disability Insurance Plan with Defendant, MetLife occurred in Torrance County, New Mexico, as a result of Plaintiffs' employment with Verizon Wireless, in Torrance County, New Mexico, and payment thereof,



constitute a transaction of business in New Mexico subjecting Plaintiffs and Defendants to the jurisdiction of this Court as provided by the laws of the State of New Mexico.

FACTS

1. William Spillman ("Mr. Spillman"), as an employee of Verizon Wireless, holds a Short Term Disability Insurance Plan with Defendant, MetLife.

2. Pursuant to the Verizon Wireless Managed Disability Summary Plan Description, an employee is eligible for the benefit from the employee's first day of work. Verizon Wireless pays the full cost of coverage including the premium and the administration costs of the Plan.

3. Upon information and belief Verizon Wireless, as Mr. Spillman's employer, has paid the premium on Plaintiff's behalf and continues to do so.

4. Upon information and belief, at all times since entering into the contract and up to and including the present, monthly premiums were paid pursuant to the contract.

5. Verizon Wireless provided employees with a Managed Disability Summary Plan Description. *See* Managed Disability Summary Plan Description from Verizon Wireless attached hereto as **Exhibit A**.

6. The Short Term Disability Policy (aka STD) as provided in the Verizon Wireless Managed Disability Summary Plan Description, states under the section titled "Total Disability – STD Benefits" on page nine (9):

You are considered totally disabled under the Plan for purposes of STD benefits if, as a result of illness, injury or pregnancy, MetLife determines that you meet all of these conditions:

- You are absent from work for at least 8 full consecutive calendar days beginning with and including your first day absent from work because you are unable to perform for any Employer the Essential Functions of Your Occupation for which you are qualified by training, education or experience; and
- You have provided MetLife with objective medical evidence that sufficiently evidences, as determined by MetLife, that you cannot perform the Essential Functions of your occupation for which you are qualified by training, education or experience for any Employer. Your ability to get to and from the work place is not considered when determining whether you cannot perform the Essential Functions of Your Occupation if driving is not an Essential Function of Your Occupation.

Also, if Your Occupation requires a license, the fact that you have lost your license for any reason will not be considered in determining whether you cannot perform the Functions of Your Occupation; and

- You are receiving Appropriate Care and Treatment and complying with the requirements of such treatment; and
- You are unable to earn more than 80% of your pre-disability earnings at Your Occupation; and
- You are not engaged in any job/occupation, including self-employment, during the STD application process or while you are receiving STD benefits; and
- All information or documents to be considered has been received during the Initial Administration Period of your STD claim; and
- Your illness or injury was not caused or contributed by: (1) your participation in a crime, as defined by applicable state and federal law, or (2) your driving while intoxicated or under the influence of an illegal substance, as defined by applicable state and federal law.

7. The plan states in relation to Mental Health Condition Disabilities on page ten (10):

Mental Health Condition Disabilities

Benefits are payable under the STD plan if you are totally disabled due to a Mental Health Condition.

For the first two weeks of disability under the STD plan due to a Mental Health Condition, you must provide objective medical evidence of the disability from a licensed clinical psychologist (Ph.D.) or social worker providing services under the Verizon Wireless EAP/healthcare programs.

If your absence lasts between 15 and 30 days, you must be under the care of a licensed doctor of medicine (M.D.) or licensed doctor of osteopathy (D.O.) to qualify for benefits. If your absence from a mental health diagnosis lasts more than 30 calendar days, you must be under the immediate care of a psychiatrist with a valid medical license for further STD benefits to be considered.

8. On July 23, 2016 Mr. Spillman suffered from severe gastro-intestinal symptoms and went to the urgent care medical clinic. He was seen by a physician's assistant and was given a note excusing him from work on July 23, 2016 and stating that he could return to work on July 24 or July 25.

9. Mr. Spillman continued to suffer from the same symptoms and was not able to return to work on July 24, July 25, or July 26, 2016.

10. On July 27, 2016, Mr. Spillman returned to the urgent care clinic to address these symptoms and saw the same physician's assistant he saw on July 23, 2016. Tests were ordered

and the physician's assistant gave Mr. Spillman an excusal note, excusing him from work on July 27, 2016. The note indicated that Mr. Spillman could return to work between July 29, 2016 and August 1, 2016.

11. Mr. Spillman's continued gastro-intestinal symptoms cause him to lose sleep, which in turn leads to severe migraine headaches.

12. Because of the severeness of Mr. Spillman's symptoms, he missed work on July 27, July 30, July 31, August 1, and August 2.

13. On July 29, 2016 Plaintiffs filed for Family Medical Leave under the Family Medical Leave Act because of Mr. Spillman's absence, and under the direction of his employer Verizon.

14. On August 1, 2016, Mr. Spillman filed a Short Term Disability Claim with Defendant, MetLife.

15. On August 6, 2016, Mr. Spillman called his Employer Verizon Wireless and spoke to a supervisor. The purpose of the call was to request a workplace arrangement due to his lack of sleep and migraine headaches, as well as being unable to eat a normal diet. He was informed by his employer, that he was already "coded out" for short-term disability and he would not be allowed to return to work.

16. On August 8, 2016, Mr. Spillman tried to report back to work, and again was told he was "coded" as short term disability and not allowed to return to work.

17. On August 19, 2016, Defendant MetLife denied the short term disability claim stating that there was not sufficient documentation to support impairment which would have precluded Plaintiff's ability to perform the essential functions of his job.

18. On August 26, 2016 Plaintiffs filed an appeal with Defendant, MetLife.

19. As of the date of filing Plaintiffs have filed two appeals with MetLife, and sent Defendant MetLife hundreds of pages of objective medical documentation from multiple health care providers all explaining Mr. Spillman's illness and disability as requested by MetLife.

20. Upon information and belief, MetLife never adequately evaluated Plaintiff's medical records and/or never reached out to Plaintiff's doctors before making a decision .

21. MetLife continues to deny the claim for Short Term Disability under the policy.

22. As a result of non-payment for time off, Plaintiff, Katrina Garcia Spillman, was forced to compensate for the loss of income by working three (3) jobs.

I. DEFENDANT VERIZON WIRELESS HAS ENGAGED IN MISREPRESENTATION AND FALSE ADVERTISING METLIFE'S POLICY

23. Verizon Wireless offered Mr. Spillman a short term disability plan to be effective upon Mr. Spillman's first day of employment.

24. Mr. Spillman accepted coverage of the Short Term Disability plan through his full time employment at Verizon Wireless having never denied it.

25. Defendant Verizon Wireless misrepresented and falsely advertised MetLife's coverage by repeatedly providing employers with a Managed Disability Summary Plan Description packet.

26. Defendant Verizon Wireless misrepresented and falsely advertised MetLife's coverage directly to its employers by creating coverage materials designated as Verizon Wireless materials. *See Exhibit A.*

27. Defendant Verizon Wireless misrepresented and falsely advertised MetLife's coverage directly to its employers by creating and disseminating information related to converge through its VZ Time Off employee website. *See website printouts from vztimeoff.com attached hereto as Exhibit B.*

28. Plaintiffs detrimentally relied upon Defendant's misleading and false representations.

29. Plaintiffs are entitled to damages in the amount of three times the amount of the benefit that should have been paid on the policy, plus attorney's fees and costs.

II. DEFENDANT METLIFE BREACHED ITS CONTRACT WITH PLAINTIFF

30. Paragraphs 1 through 29 are incorporated herein as if fully stated.

31. Verizon Wireless offered Mr. Spillman, through Verizon Wireless, a short term disability plan to be effective upon Plaintiff's first day of employment.

32. Mr. Spillman accepted coverage of the Short Term Disability plan through his full time employment at Verizon Wireless having never rejected it.

33. Defendant MetLife breached its contract on August 19, 2016 when it refused to perform under the contract for coverage with Plaintiff.

III. DEFENDANT METLIFE HAS ENGAGED IN MISREPRESENTATION AND FALSE ADVERTISING OF ITS POLICY

34. Paragraphs 1 through 33 are incorporated herein as if fully stated.

35. New Mexico Insurance Code, Article 16, prohibits those providing insurance and services within the state from misrepresenting or falsely advertising the goods and services. §59A-16-4, NMSA.

36. Defendant, MetLife misrepresented and falsely advertised its coverage repeatedly by including in the policy language that Short Term Disability was covered, then refusing to cover Short Term Disability under those same terms.

37. Defendant misrepresented and falsely advertised its coverage by repeatedly including in the policy language, and indeed in the title of the policy, that coverage was for Short Term Disability, then denying a claim for Short Term Disability expenses.

38. Defendant misrepresented and falsely advertised its coverage by repeatedly over the course of almost 10 years accepting payment for the Short Term Disability policy, but now refusing to provide coverage for Short Term Disability when a proper and covered claim for Short Term Disability care was made.

39. Plaintiffs detrimentally relied upon Defendant's misleading and false representations.

40. Plaintiffs are entitled to damages in the amount of three times the amount of the benefit that should have been paid on the policy, plus attorney's fees and costs.

IV. DEFENDANT METLIFE HAS ENGAGED IN UNFAIR CLAIMS PRACTICES

41. Paragraphs 1-40 are incorporated herein as if fully stated.

42. Defendant has refused to provide Short Term Disability coverage under its policy, which is a violation of §59A-16-20(A) NMSA.

43. Defendant has wrongfully and without adequate explanation denied Plaintiffs' appeal of denial of coverage, which is a violation of §59A-16-20(B) NMSA.

44. Defendant will not deal in good faith to effectuate prompt, fair and equitable settlement of Plaintiffs' claims, which is a violation of §59A-16-20(E) NMSA.

45. Defendant has failed to promptly provide Plaintiffs with a reasonable explanation of the basis relied on in the policy in relation to the facts or applicable law for denial of Plaintiffs' claim, which is a violation of §59A-16-20(N) NMSA.

46. Plaintiffs have been damaged by Defendant's violations, and is entitled to damages therefore.

V. VIOLATION OF UNFAIR PRACTICES ACT, UNCONSCIONABLE TRADE PRACTICES

47. Paragraphs 1-46 are incorporated herein as if fully set forth.

1. The New Mexico Uniform Trade Practices Act defines unconscionable trade practice as

- a. "...an act or practice in connection with the sale, lease, rental or loan, or in connection with the offering for sale, lease, rental or loan, of any goods or services, including services provided by licensed professionals, or in the extension of credit or in the collection of debts that to a person's detriment:
 - i. (2) results in a gross disparity between the value received by a person and the price paid."

See NMSA 57-12-2.

48. Defendant MetLife was paid a monthly premium, since August 2008 through the present day, for Short Term Disability.

49. As of filing of this matter, Defendant has not paid the benefit nor approved the claim for Plaintiff's current Short Term Disability, for which Mr. Spillman qualifies under the policy provisions for Short Term Disability.

50. There exists a gross disparity between the money the Defendant has been paid for the contracted coverage and the amount of \$0.00 Defendant has so far paid for Mr. Spillman's Short Term Disability claim.

51. Defendant's actions are a violation of New Mexico's Uniform Fair Trade Practices Act.

25. Plaintiffs are entitled to damages in the amount of three times the amount of the benefit that should have been paid on the policy, plus attorney's fees and costs

WHEREFORE, the Plaintiffs pray judgment as follows:

- a. Immediate payment of Plaintiff William Spillman's Short Term Disability Claim under the Policy;
- b. Damages in the amount of three times the benefit that should have been paid to date of judgment for Defendant's violation of the Uniform Fair Trade Practice Act;
- c. Damages in the amount of three times the three times the benefit that should have been paid to date of judgment for Defendant's Misrepresentation and False Advertising of its policy;
- d. Award of all attorney's fees and costs incurred in this matter from the date of Plaintiffs' filing the claim under the policy through the date of judgment; and
- e. For such other and further relief as to this Court sees fit.

DAVIS MILES MCGUIRE GARDNER, PLLC

/s/ Penelope Quintero

PENELOPE QUINTERO

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Managed Disability Summary Plan Description

Verizon Wireless

Effective January 1, 2014

Exhibit A

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MetLife 1-800-826-1923

www.AboutYou.verizonwireless.com or www.vztimeoff.com

Verizon Wireless Benefits Center www.verizon.com/benefitsconnection or 1-855-4VZBens (1-855-489-2367)

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Verizon Wireless has delegated to MetLife discretionary authority as to all aspects of claims administration for the Managed Disability Plan. This delegation includes the ability to render all decisions on claims, render decisions on all appeals of denied or terminated claims, and to otherwise interpret the terms of the Plan. The decision of MetLife is final and binding to the extent permitted under law.

Introduction to Your Managed Disability Plan Coverage

This Managed Disability Plan (often referred to as "*Plan*") provides eligible employees with limited disability income protection if totally disabled, as defined by the short-term disability (STD) and long-term disability (LTD) components of the *Plan*, and unable to work due to illness, injury or pregnancy.

You are automatically enrolled for STD and LTD coverage at no cost to you.

Income protection

STD is your first level of disability coverage if you become disabled from an injury, illness or pregnancy. Your benefit amount is determined by your *STD Eligible Pay* and your *Length of Service* with Verizon Wireless. You are eligible from your first day at work and Verizon Wireless pays the full cost of this coverage. The STD portion of the *Plan* that does not provide *State Disability Benefits* is self-funded, and Verizon Wireless pays all premium and administration costs of this portion of the *Plan*. If you receive paid STD benefits, your payment will be subject to income and payroll taxes.

If you work in a state that provides *State Disability Benefits*, you will be responsible for any taxes the state imposes for such coverage.

The LTD portion of the *Plan* provides limited income protection and LTD benefits are payable 26 weeks after your date of initial disability – assuming you meet the *Plan's* definition of disability for LTD purposes. Your LTD benefit amount is determined by a variety of factors, such as your *LTD Eligible Pay*, *Recovery Work Earnings*, if applicable, and *Other Income* you may receive.

The LTD portion of the *Plan* is a fully insured plan that requires premium payments. Verizon Wireless, on behalf of its eligible employees, pays the premium payments for the LTD portion of the *Plan*. The premium amount is reported on your W-2 as taxable income; therefore, if you receive LTD benefits, your benefits will not be subject to income taxes.

About this document

This Managed Disability Summary Plan Description (SPD) describes the disability benefits available to Verizon Wireless eligible employees as of January 1, 2012. It can help you better understand and use your benefits, replaces previous disability SPDs and is intended to comply with U.S. Department of Labor requirements.

This document commonly refers to the short-term disability (STD) and long-term disability (LTD) benefits and describes the details of these coverages under the *Plan*. The self-insured STD benefits are provided as described in this Managed Disability Summary Plan Description and the Verizon Wireless Short Term Disability Plan document. If there is any conflict between this Managed Disability Summary Plan Description and the Verizon Wireless Short Term Disability Plan document, the Verizon Wireless Short Term Disability Plan document governs. The insured State Disability Benefits and the LTD benefits are provided as described in this Managed Disability Summary Plan Description, the MetLife group insurance contract / certificate of insurance and the Verizon Wireless Health and Welfare Benefits Plan document. If there is any conflict among those documents, the MetLife group insurance contract/certificate of insurance governs.

You can review or obtain a copy of these documents by logging on to About You>Forms & Documents>Health or contacting local HR.

MetLife 1-800-826-1923

www.AboutYou.verizonwireless.com or www.vztimeoff.com

Verizon Wireless Benefits Center www.verizon.com/benefitsconnection or 1-855-4VZBens (1-855-489-2367)

Disability Plan Contacts

Option	Contact	Reasons to access
<p>Short-Term Disability (STD) claims</p> <p>All Long-Term Disability (LTD) claims</p>	<p>MetLife</p> <p>Phone: 1-800-826-1923</p> <p>Fax: 1-800-230-9531</p> <p>Mon. - Fri. - 8:00 a.m. - 11:00 p.m., E.S.T.</p> <p>Mailing address:</p> <p>MetLife</p> <p>P.O. Box 14590</p> <p>Lexington, KY 40511-4590</p> <p>To initiate and track claims:</p> <p>http://mybenefits.metlife.com</p> <p>MetLife STD/FML Tool</p> <p>Mon. - Fri. - 6:30 a.m. - 11:00 p.m., E.S.T.</p> <p>Sat. - 6:30 a.m. - 4:00 p.m., E.S.T.</p> <p>Sun. - 9:00 a.m. - 8:00 p.m., E.S.T.</p>	<ul style="list-style-type: none"> • For information on how STD and LTD work. • To report your disability or submit your STD claim. Your STD claim must be reported by the eighth calendar day following your absence due to a disabling event or the claim will be denied. (There are certain limited exceptions described in the "Apply for STD Benefits" section herein) • To provide updated information on an STD claim. Once you submit the claim, you and/or your doctor or qualified practitioner must provide proof of disability to MetLife within five days of the date the initial claim was submitted to MetLife. Otherwise, your claim may be denied. • To obtain information regarding the status of your STD claim. • To apply for LTD benefits. Any claim submitted more than thirty days after the date that your STD benefits are exhausted will not be considered. (See the "LTD Benefits Claims Process" section for more information.) • To request or provide updated information on an LTD claim.
Other sources for information		
<p>Verizon Wireless Benefits Center</p>	<p>Via the Internet at:</p> <p>Verizon Wireless Benefits Center</p> <p>www.verizon.com/benefitsconnection</p> <p>1-855-4VZBens (1-855-489-2367)</p> <p>Representatives are available</p> <p>Mon.-Fri. - 9 a.m. to 5 p.m., E.T.</p>	<ul style="list-style-type: none"> • Verify overall eligibility and coverage. • Review personal benefits information.

MetLife 1-800-826-1923

www.AboutYou.verizonwireless.com or www.vzttimeoff.comVerizon Wireless Benefits Center www.verizon.com/benefitsconnection or 1-855-4VZBens (1-855-489-2367)

Who is Eligible?

You are eligible for Plan benefits if...

You are paid directly by Verizon Wireless and:

- You are a Verizon Wireless full-time employee¹; and
- You are a citizen or legal resident of the United States; and

You are Actively at Work on the day before your first day absent from work; and you are absent from work for eight full consecutive calendar days beginning with and including your first day absent from work; and

- You or someone on your behalf notifies MetLife of your absence no later than the eighth consecutive calendar day beginning with and including your first day absent from work.

Union employees are eligible under the *Plan* only if they meet the four above-mentioned requirements and are covered by a collective bargaining agreement that provides for *Plan* benefits.

You are not eligible if...

- You are not a Verizon Wireless full-time employee;
- You are not a citizen or legal resident of the United States; or
- You are not paid directly by Verizon Wireless; or
- You are classified by Verizon Wireless as an independent contractor or special status employee (i.e., a temporary, contingent, occasional or seasonal employee/worker), regardless of what a court or government agency may determine about your employment status; or
- You are a dependent of a Verizon Wireless employee; or
- You are not *Actively at Work* on the scheduled day before your first day absent from work; or
- You or someone on your behalf fails to notify MetLife of your absence no later than the eighth consecutive calendar day beginning with and including your first day absent from work; or
- You are absent from work for less than eight full consecutive calendar days beginning with and including your first day absent from work; or
- You have resigned from or been terminated from employment with Verizon Wireless.

If a court or any other enforcement authority or agency, such as the Internal Revenue Service (IRS), finds that an independent contractor or special status employee as classified by Verizon Wireless should be considered a full-time Verizon Wireless employee, the individual will still be expressly excluded from eligibility for benefits under the *Plan* despite any such decision rendered by the court or enforcement agency.

¹ A full-time employee, as referenced in the Managed Disability Plan, includes grandfathered Job Shares working less than full-time, provided there is no reduction of job share hours below 25 per week.

MetLife 1-800-826-1923

www.AboutYou.verizonwireless.com or www.vztimeoff.com

Verizon Wireless Benefits Center www.verizon.com/benefitsconnection or 1-855-4VZBens (1-855-489-2367)

When Coverage Begins

Your coverage under the *Plan* begins automatically on the first day you are *Actively at Work* as an eligible employee. If you are not *Actively at Work* on the day you would otherwise become eligible for coverage, your coverage will begin on the day that you return to work full-time as an active employee. Should you become eligible for disability coverage during the year (e.g., if you move from part-time to full-time employment), your coverage begins on the first day you are *Actively at Work* in your new employment status.

When Coverage Ends

Your coverage under the *Plan* ends on the earliest of the following:

- The day you are no longer employed by Verizon Wireless for any reason, including resignation; or
- The day you are not eligible for coverage due to a reduction in your work hours (e.g. you move from full-time to part-time employment); or
- The day your employment with Verizon Wireless ends for any reason; or
- The date the *Plan* or LTD insurance policy is terminated; or
- The day you die.

Short-Term Disability (STD) Benefits

MetLife administers the STD component of the *Plan*. (See the "Disability-Plan Contacts" section for contact information.) Verizon Wireless has delegated to MetLife the responsibility and total discretion for processing your claim for STD benefits including determining your eligibility for benefits, requesting information about your medical condition, and deciding whether you are disabled according to the terms of the *Plan*. In addition, MetLife is solely responsible for handling and deciding any disability claim appeal requests.

You can receive STD benefits if you are *Actively at Work* and become totally disabled, as defined by the *Plan*. You will receive 100%, 60% or 0% of your *STD Eligible Pay*, depending on your length of service with the Company (See the "STD Benefit Pay" section for more information). Your STD benefit is reduced by other sources of disability income you receive or are eligible to receive, and some exclusions apply. (See the "What is not covered under the Short-Term Disability (STD) Plan" section.) In addition, STD benefits end or coverage ends under certain specific circumstances. (See the "When Short-Term Disability (STD) Ends" and "When Coverage Ends" sections for more information.)

Applying for STD Benefits/Reporting a Claim

To apply for STD benefits, you or someone on your behalf must:

- Report your absence (from the workplace) to your supervisor immediately or as soon as possible; ***and***
- Report your STD claim to MetLife on or before the eighth consecutive calendar day beginning with and including your first day absent from work.

You or someone on your behalf must report your STD claim to MetLife by applying online at <http://mybenefits.metlife.com>. Your filing is time sensitive and will be considered filed the following day if filed after 11:00 p.m., E.S.T, Mondays through Fridays; after 4:00 E.S.T. Saturdays; and after 8:00 p.m., E.S.T. Sundays. You may also call MetLife at 1-800-826-1923 on Mondays through Fridays between 8:00 a.m. and 11:00 p.m., E.S.T.

You may choose to contact MetLife in advance of your anticipated first day absent from work due to your pending disability. The anticipated first day absent from work will begin the *Initial Administration Period* (this period generally extends for 14 days – see definition in glossary) in which it is your responsibility to make sure that your *Physician* provides MetLife with the necessary objective medical evidence that you cannot perform the *Essential Functions of Your Occupation*. In the event your actual first day from work is different than your anticipated first day absent from work, you need to call MetLife and notify them of the change in your disability claim no later than the 8th consecutive calendar day beginning with and including your actual first day absent from work and the *Initial Administration Period* will be adjusted accordingly.

*A once-per-employee's-lifetime eight day extension may be granted. Under the once-per-lifetime extension, if you failed to timely file an initial claim for STD benefits by the eighth consecutive calendar day beginning with and including your first day absent from work, a one-time extension of eight additional consecutive calendar days for filing an initial STD benefit claim may be granted.

It is your responsibility to ensure that your STD claim is reported to MetLife timely.² Failure to report your claim within this time frame will result in denial of your claim unless MetLife determines that:

² These same reporting requirements apply if your illness or injury is a result of a job-related accident. Your supervisor must be notified immediately so that he or she can open a workers' compensation claim and MetLife must be notified in accordance with the same reporting requirements as an STD claim.

MetLife 1-800-826-1923

www.AboutYou.verizonwireless.com or www.vztimeoff.com

Verizon Wireless Benefits Center www.verizon.com/benefitsconnection or 1-855-4VZBens (1-855-489-2367)

- You previously applied for Family Medical Leave Act leave (*FMLA*) due to the same serious health condition and have at least one absence approved within the 14 calendar days preceding the first day in which you are claiming disability under the *Plan* and such related STD claim was filed within a reasonable amount of time as determined by MetLife, or
- It was unreasonable to expect notification due to circumstances outside of your control (e.g., you were hospitalized in a hospital for more than three consecutive calendar days within the first eight full consecutive calendar days beginning with and including your first day absent from work, and you called MetLife or applied online no later than the eighth consecutive calendar day beginning with the date you were discharged from the hospital.)

Once your claim is reported, MetLife will provide you with forms necessary to process your claim. It is your responsibility to complete the forms provided and return them along with any other requested or necessary information to the entities/parties indicated on the forms provided.

If your STD claim is denied and you want to appeal the initial denial, see the "If Your STD and LTD Benefit Claim is Denied" section for information on how to file an appeal.

Total Disability – STD Benefits

You are considered totally disabled under the *Plan* for purposes of STD benefits if, as a result of illness, injury or pregnancy, MetLife determines that you meet all of these conditions:

- You are absent from work for at least eight full consecutive calendar days beginning with and including your first day absent from work because you are unable to perform for any Employer the *Essential Functions of Your Occupation* for which you are qualified by training, education or experience; and
- You have provided to MetLife objective medical evidence that sufficiently evidences, as determined by MetLife, that you cannot perform the *Essential Functions of Your Occupation* for which you are qualified by training, education or experience for any Employer. Your ability to get to and from the work place is not considered when determining whether you cannot perform the *Essential Functions of Your Occupation* if driving is not an *Essential Function of Your Occupation*. Also, if *Your Occupation* requires a license, the fact that you have lost your license for any reason will not be considered in determining whether you cannot perform the *Functions of Your Occupation*; and

Note: You will automatically be considered unable to perform the *Essential Functions of Your Occupation* for pre-determined durations following certain medical procedures as determined and administered by MetLife from time to time.

- You are receiving *Appropriate Care and Treatment* and complying with the requirements of such treatment; and
- You are unable to earn more than 80% of your pre-disability earnings at *Your Occupation*; and
- You are not engaged in any job/occupation, including self-employment, during the STD application process or while you are receiving STD benefits; and
- All information or documents to be considered has been received during the *Initial Administration Period* of your STD claim; and
- Your illness or injury was not caused or contributed by: (1) your participation in a crime, as defined by applicable state and federal law, or (2) your driving while intoxicated or under the influence of an illegal substance, as defined by applicable state and federal law.

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Required Objective Medical Evidence of Total Disability

You are responsible for proving your disability claim. You will receive materials that you must complete and return to MetLife after it is notified of your disability. You must return a signed authorization form to MetLife allowing your *Physician(s)* to release objective medical evidence to substantiate your condition and ongoing treatment, as determined by MetLife. Your benefit automatically will be denied if you and/or your doctor or qualified practitioner fails to provide objective medical evidence in support of your claim within the time period specified by MetLife. A *physician's* note stating that you should not work is not objective medical evidence sufficient to prove your claim.

Objective medical evidence is necessary to clinically substantiate your condition and includes, but is not limited to:

- A diagnosis of your medical condition.
- Objective findings such as test results, X rays or operative notes supporting your claim for benefits.
- Any other information related to your individual circumstances that MetLife determines is necessary to decide whether your claim should be approved or denied.
- You and/or your *Physician(s)* may be required to provide additional information to substantiate ongoing treatment and/or evidence to support your continuing claim for short-term disability benefits. The costs associated with providing this information are your responsibility.

The determination as to whether you have submitted objective medical evidence sufficient to establish you cannot perform the *Essential Functions of Your Occupation* shall be made by MetLife in its sole discretion. In making this determination, MetLife will consider documents submitted by you and/or your *Physician(s)* such as lab reports, medical testing reports, examination notes, and the like, as well as any other *Relevant Documents* MetLife deems necessary in its sole discretion including, but not limited to, any reviews or examinations conducted by *Physician(s)* employed or engaged by MetLife. In making its determination as to your eligibility for STD benefits, MetLife may also attempt to contact the *Physician(s)* involved in the diagnosis and treatment of your medical condition. Although MetLife may attempt to contact the *Physician(s)*, it is your responsibility to provide MetLife with the objective medical evidence required to evaluate the STD claim.

Failure to provide MetLife with the necessary objective medical evidence and other documentation, in the time period required by MetLife, will result in the denial of your STD claim.

Mental Health Condition Disabilities

Benefits are payable under the STD plan if you are totally disabled due to a *Mental Health Condition*.

For the first two weeks of disability under the STD plan due to a *Mental Health Condition*, you must provide objective medical evidence of the disability from a licensed clinical psychologist (Ph.D.) or social worker providing services under the Verizon Wireless EAP/healthcare programs.

If your absence lasts between 15 and 30 days, you must be under the care of a licensed doctor of medicine (M.D.) or licensed doctor of osteopathy (D.O.) to qualify for benefits. If your absence from a mental health diagnosis lasts more than thirty calendar days, you must be under the immediate care of a psychiatrist with a valid medical license for further STD benefits to be considered.

Coverage may be contingent on your participation in a Verizon-sponsored program for your particular disability.

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STD Benefit Pay

Amount of Your STD Pay

Depending upon your *Length of Service* with Verizon Wireless, your STD Pay is equal to 100%, 60% or 0% of your *STD Eligible Pay*. The longer you have worked for Verizon Wireless, the longer your STD pay will be paid at 100% of your *STD Eligible Pay*. During your first six months of employment with Verizon Wireless, your STD pay will be 0% of your *STD Eligible Pay*.

In any pay period where your STD benefits change from 0% to 100% or from 100% to 60%, your 100% pay will be calculated first on a per day basis and the balance of the remaining days during that pay-period will be calculated at 0% or 60%.

Commission-Paid Employees

If you are eligible to receive commission pay and have been assigned an annual target commission and/or *MBO*, your *STD Eligible Pay* includes your base salary plus 80% of your target commission and/or *MBO* in effect on your last day of work before your disability absence began.

Commission payments advanced to you as a result of your pre-disability sales and other activities will be paid to you in addition to your STD pay, and are not used to reduce your disability benefits. However, STD benefits may be reduced by charge backs.

Years of Service

Years of service means your total *Length of Service* with Verizon Wireless, beginning on your date of hire or on an adjusted date that recognizes your previous eligible service.

For STD purposes, your years of service are counted in completed years as of the date before your first day of disability.

For example, if you have worked at Verizon Wireless for three years and eight months on the day you become totally disabled, the *Plan* pays STD benefits recognizing your three complete years of service.

If you attain your service anniversary while receiving STD benefits, you will not be eligible for the new benefit level until you return to work and again meet the eligibility requirements to receive disability benefits except as otherwise expressly provided in this SPD.

The *Plan* also counts your recognized service with Verizon Communications, Inc. or Verizon Services Organization, including service from acquired companies recognized by Verizon Communications, Inc. or Verizon Services Organization as years of service if you transfer to Verizon Wireless in active status and in accordance with Verizon Wireless service bridging policies.

STD Maximum Benefit Schedule

The amount of STD benefits payable will be calculated at the number of weeks³ of total disability payable at 100% of base pay and then the weeks of total disability payable at 60% of base pay.

Your completed years of service as of the date of total disability	Weeks of total disability at 100% of base pay	Weeks of total disability at 60% of base pay
Less than 6 months	0 weeks	0 weeks
6 months but less than 1 year	2 weeks	24 weeks
1 year but less than 2 years	4 weeks	22 weeks
2 years but less than 3 years	6 weeks	20 weeks
3 years but less than 5 years	8 weeks	18 weeks
5 years but less than 7 years	13 weeks	13 weeks
7 years but less than 10 years	18 weeks	8 weeks
10 years or more	26 weeks	0 weeks

Newly Hired Employees

During your first six months of service with Verizon Wireless, different rules apply concerning your STD benefits based upon MetLife's determination of whether your medical evidence supports your claim:

1. If MetLife determines that your objective medical evidence supports your claim, you will be placed on an unpaid STD leave. During this period, you must continue to provide MetLife with medical evidence to support your unpaid STD leave. During the leave, your medical, dental, vision and life insurance coverage will continue to be available at no cost to you. However, you will not receive paid STD income replacement benefits during this period.
2. If your medical evidence does not support your STD claim during your first six months of employment, your leave of absence will end and you must return to work or terminate employment, unless Human Resources approves an authorized leave of absence. You will not be eligible for STD income replacement benefits for any period during your first six months of employment.
3. If you attain six months *Length of Service* while out on approved STD, the balance of the approved STD leave will be paid according to the STD maximum benefit schedule. For example, if you apply for STD leave once you have attained five months *Length of Service* and are approved for eight weeks of STD benefits; you would be placed on unpaid STD leave for the first four weeks. For weeks five and six, you would be eligible for 100% of base pay. For weeks seven and eight, you would be eligible for 60% of base pay.

Other Rules

If you have a service anniversary during the time you are receiving STD benefits, the number of weeks that you are eligible for 100% pay or the cumulative number of weeks payable at the 100% level will not change for that claim.

If you have less than three years of service on the date of disability, there is a cumulative limit on the number of weeks payable at the 100% level. This limit applies to all STD benefits received before your *Length of*

³ A week is made up of seven calendar days (five business days).

Service exceeds three years. If this is the case, your total number of weeks paid at 100% will be capped based on your *Length of Service*.

For example, assume you receive STD pay at 100% of your *STD Eligible Pay* for two weeks during your first year with Verizon Wireless. Then you go out on STD again in your second year with the Company. In this case, you would receive a maximum of two additional weeks paid at 100% of eligible STD pay (4 weeks – 2 weeks = 2 weeks.)

Payment of STD Benefits

STD benefits payable are paid on a biweekly basis through the Verizon Wireless payroll. If your STD claim is approved, benefit payments will be retroactive to the first day of your disability absence and paid through the most recent payroll cycle in which the STD claim was approved.

Overpayment Recovery for STD Benefits

If your claim for STD benefits was either approved or denied and it is later determined that you were overpaid, you must repay Verizon Wireless the STD benefits. A repayment schedule will be established and the amount of the overpayment will be deducted from your regular paychecks once you return to work, subject to applicable state law. If you fail to return to work and you were overpaid you must still repay the STD benefit.

Additionally, Verizon Wireless has the right to recover overpayment for your STD pay that should have been offset by other benefits (e.g. statutory benefits, Workers' Compensation and/or Social Security) that you are eligible to receive because of your disability. For more information, please see *Offsets for Income from Other Sources*.

Verizon Wireless' rights to recover overpayments and the employee's obligations to reimburse Verizon Wireless are set forth in the repayment agreement. Failure to sign a repayment agreement when asked to do so will result in a denial of STD benefits until you comply with this requirement. If you are not asked to sign a repayment agreement you are not relieved of the repayment requirement.

Offsets for Income from Other Sources

Your short-term disability (STD) benefits cannot exceed the total amount of benefits you are eligible to receive under the *Plan*. Therefore, if you receive disability benefits from other sources, your STD benefits will be reduced. These sources include:

- Federal, state or local Workers' Compensation law or any other employer liability law, including state statutory disability plans or programs.
- The federal Social Security Act, the Railroad Retirement Act or any provincial pension or disability plan. MetLife also reserves the right to reduce your STD benefit by estimating the Social Security – full family disability benefits eligible for receipt.
- Insurance policies that Verizon Wireless maintains or to which it contributes.
- No-fault automobile insurance laws.
- Any other salary continuation benefits provided by an employer or the federal, state or local government.
- Recovery amounts that you receive for loss of income as a result of claims against a third party by judgment, settlement or otherwise, including future earnings.

Your STD benefit is not reduced by disability benefits you receive from any individual disability policy that you purchase from a private insurance company.

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State Statutory Temporary Disability Benefits

Certain states and U.S. territories (i.e., California, Hawaii, New Jersey, New York, and Rhode Island) provide temporary disability benefits for non-work-related injuries or illnesses.

The state-required disability benefits for employees working in New York or Hawaii are provided through the *Plan* under an insurance policy underwritten by MetLife. To request these benefits you must follow the claims procedure described in the summary plan description. To the extent there is any discrepancy between this summary plan description and the MetLife insurance policy, the insurance policy governs. Accordingly, you should refer to your insurance certificate or the master insurance policy for a more detailed explanation of your state-required disability benefits.

The state-required disability benefits for California and Rhode Island are provided by those states. If you work in those states, you must file separately with the state for temporary disability benefits and report the receipt of these benefits to both Verizon Wireless and MetLife. Although you may be entitled to state-required disability benefits, you are also eligible for Short Term Disability (STD) benefits under this *Plan*. However, STD benefits under this *Plan* are reduced by the amount available from any applicable state disability plan.

Return to Work

At any time while you are receiving STD benefits, MetLife may determine you are no longer disabled. If such a determination is made, your STD benefits will end on the last date of your approved disability, at which time you are required to return to work.

In some situations, MetLife may determine you are partially disabled and work with you and Human Resources to return you to work on a part-time or light duty basis, or in another capacity (different from your current position) if available. MetLife will suggest a position, other than full duty, to assist your return to work. MetLife, Human Resources and your supervisor will work together to determine how and if Verizon Wireless can facilitate the recommended job accommodations. You must take advantage of MetLife's and Verizon Wireless's return to work options because your continued disability certification depends upon following these recommendations.

If you return to work on a part-time basis and you were receiving STD payments, you will be paid at your regular hourly rate for the hours you work. For the hours you are not working:

- If you are receiving 100% STD benefits, you will receive your 100% STD benefit rate for the portion of the pay period you are not working;
- If you are receiving 60% STD benefits, you will receive your 60% STD benefit rate for the portion of the pay period you are not working;
- If you are receiving 0% STD benefits, you will receive your 0% STD benefit rate for the portion of the pay period you are not working.

If You Become Disabled Again (After Returning to Work)

Special rules apply if MetLife determines you were totally disabled from performing the *Essential Functions of Your Occupation*, you recover, you return to work at Verizon Wireless and then become totally disabled again.

If you return to work after receiving STD benefits and become totally disabled again, the length of time during which you may receive STD benefits for your subsequent disability will depend on how long you worked between your periods of disability.

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Regardless of whether your subsequent disability is for an unrelated, same or related condition to your prior approved disability claim, you must apply for STD benefits no later than the eighth consecutive calendar day beginning with and including your first day absent from work due to your subsequent disability.

Disability After Return to Work for 91 Days

If your new absence begins on or after the 91st calendar day from your return to full-time work, it will be considered a new disability and you will be eligible for a new 26 week period of STD benefits.

Disability After Return to Work for Less than 91 Days

If your new absence begins on or before the 90th calendar day from your return to full-time work, it will be considered a continuance of your prior approved disability claim. If MetLife determines that your new absence is an approved disability claim, the days for which you were approved for your prior STD claim will count toward your 26 week maximum benefit period. The days you worked full-time after your return to work will not count toward the 26 week benefit maximum.

If You Have another Disabling Condition (Before Returning to Work)

If you are already out of work on an approved STD claim and incur a second disabling condition, the initial 26 week STD benefit period will continue to run so long as MetLife determines you are disabled due to the second disabling condition. The initial 26 week STD benefit period will continue to run and you will not receive any additional STD benefits beyond the initial 26 week STD benefit period for the second disabling condition.

How Time Off & Leaves of Absences Affect Your STD Benefits

Substitution/Supplementation of Disability Benefits

If you are approved for STD benefits, you cannot substitute and/or supplement any holiday, vacation or personal days available while receiving your STD benefit.

Holidays

If a holiday falls during a period when you are absent from work because of a disability and you are receiving STD benefits, the holiday will count as a disability day and STD benefits will be paid according to the payment schedule. If you return to work on the day following the holiday, you will receive full holiday pay for that day. If you are on partial disability under the Plan, you will be paid holiday pay for the portion of the day you are expected to work and STD benefits for the portion of the day that you are considered disabled, and therefore unable to work.

Leaves of Absence

Coverage under the Plan ends on the day before an employee goes on an authorized non-medical leave of absence or an unauthorized leave of absence which is neither approved by Verizon Wireless nor protected by FMLA due to an employee's own illness.

What is Not Covered Under the STD Component of the Plan

The Plan does not cover the following:

- Disabilities not reported to MetLife within the first eight full consecutive calendar days beginning with and including your first day absent from work.
- Disabilities lasting less than eight full consecutive calendar days.

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- Disabilities for which you fail to provide the required objective medical evidence, as determined by MetLife.
- Disabilities where you fail to receive *Appropriate Care and Treatment*.
- Disabilities resulting from war (whether declared or not), insurrection or rebellion (an exception is made if your normal work duties for Verizon Wireless require you to be in that area).
- Disabilities received while in active participation in a riot or civil commotion.
- Disabilities resulting from self-inflicted injuries or attempted suicide.
- Disabilities incurred from working for an employer other than Verizon Wireless, including disabilities resulting from self employment.
- Disabilities arising during periods of active service in the armed forces, military reserves or National Guard of any country or international authority, or in a civilian unit serving with such forces.
- Disabilities caused or contributed to by your commission of a crime, as defined by applicable state and/or federal law, that result in or requiring incarceration for said crime.
- Disabilities caused or contributed to by your driving while impaired or your driving while intoxicated.
- Any period of time for which you seek STD benefits and are unable to report to work for reasons unrelated to your medical condition.
- Disabilities caused or contributed to by your non-medically necessary elective treatment, such as:
 - Cosmetic surgery or treatment primarily to change appearance.
 - Sex-change surgery.
 - Liposuction.
 - Radial keratotomy and/or LASIK.
 - Gastric Bypass, unless deemed medically necessary as determined by MetLife.
 - Other treatments and procedures determined by MetLife as medically unnecessary through its investigation in the course of obtaining medical information from your doctor or qualified practitioner.

However, absences resulting from complications from elective procedures (including organ donations) may be eligible for STD benefits, based on objective medical evidence. If approved, benefits are limited to the time beginning with documentation of the complication.

For purposes of STD benefits, the *Plan* also does not cover:

- Absences for doctor's visits, outpatient treatment, medical tests or minor procedures, unless the absence also meets the *Plan's* definition of total disability.
- Transportation expenses incurred to travel to work or appointments.
- Disabilities that begin while:
 - Not *Actively at Work*.
 - On unpaid leave.
 - On an excused absence without pay, including approved leaves of absence or leaves under the Family and Medical Leave Act (FMLA). However, the Plan covers pregnancy-related disabilities that begin during an FMLA leave taken for your own pregnancy.
- Any period of time during which you are incarcerated while on STD.

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When STD Benefits End

STD benefits end when you:

- Return to work on a full-time basis
- Fail to maintain contact with MetLife. For this purpose, “fail to maintain contact” means failure to respond timely to MetLife’s verbal or written requests.
- No longer meet the requirements of the Plan.
- Or your doctor or qualified practitioner fails to provide information required by the *Plan*.
- Fail to submit required objective medical evidence, as determined by MetLife, or refuse to participate in an independent medical exam or evaluation.
- Fail to comply with your doctor’s or qualified practitioner’s requirements or appropriate treatment.
- No longer meet the definition of “total disability”.
- Knowingly, and with intent to injure, defraud or deceive Verizon Wireless or MetLife, provide any information (including filing a claim) that contains false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of your claim and you will be subject to disciplinary action up to and including termination of employment, as well as prosecution and punishment to the full extent of the law.
- Perform work for another employer or are self-employed.
- Reach the 26 week maximum STD benefits Period.
- No longer are employed by Verizon Wireless.
- Are unable to report to work for reasons unrelated to your medical condition for which you seek STD benefits.
- Die.
- You do not return to work at the end of your approved STD benefit period when you have been released by your *Physician* to return to work (regardless of whether you are approved for full duty or partial return). In this case, your employment with Verizon Wireless may be terminated as of the last day of your approved disability, unless you are eligible and approved for one of the following:
 - *FMLA* leave.
 - An authorized leave of absence.

STD benefits will also end if the *Plan* ends or is amended to eliminate coverage for all participants or a group of participants that includes you.

Long-Term Disability (LTD) Benefits

LTD benefits under the Managed Disability Plan provide you with a percentage of your *LTD Eligible Pay* throughout your entire certified disability period. You will be eligible for LTD benefits if you are continuously disabled and unable to return to work after receiving STD benefits for 26 weeks - provided you are certified as disabled under the LTD benefit component of the Managed Disability Plan and meet all other requirements detailed below. The LTD benefit is fully insured and is underwritten by MetLife.

LTD benefits may also be payable if you are not eligible for STD, but are receiving workers' compensation benefits. Eligibility is still contingent upon being absent from work for a minimum of 26 weeks (the "qualifying period") while maintaining your employment at Verizon Wireless. If you are receiving workers' compensation benefits, your LTD benefits will be subject to offsets provided for under the LTD policy.

If you are receiving an STD benefit, your MetLife claims manager will arrange your transition to LTD benefits for you, if appropriate. In all other cases you must give notice of your claim to MetLife within thirty days after the date you become disabled (i.e., if you do not qualify for STD and/or are on workers' compensation), and you must send your application for LTD benefits with accompanying medical data to MetLife no later than thirty days prior to the end of the 26 week qualifying period. If you are not eligible for STD benefits (i.e., due to late submission of your claim or other eligibility reasons), but wish to submit an application for LTD benefits, you must contact MetLife thirty days prior to the expiration of the 26 week qualifying period. Eligibility for LTD benefits is contingent upon maintaining your employment at Verizon Wireless.

Note that it is your responsibility to assure that you make a timely application for LTD benefits, and that you assure all appropriate medical documentation in support of your claim is provided in a timely fashion to MetLife. Failure to timely process your claim may result in separation from payroll after the exhaustion of STD benefits, even if your claim for LTD benefits is still pending.

Definition of Disability for LTD Benefits Under the Managed Disability Plan

You are considered disabled if MetLife determines that you have experienced, on or after the effective date of your LTD coverage under the LTD benefit component of the Managed Disability Plan, a significant change in your physical or mental condition as a result of accidental injury, sickness, mental illness, substance abuse or pregnancy.

Under the LTD benefit component of the Managed Disability Plan, an employee is considered to be "disabled" when the employee is absent from work because of an impairment for which there is sufficient objective medical evidence that supports:

For the first 24 months beginning with the *LTD Effective Date*:

- The employee cannot perform the *Essential Functions* of his or her job at Verizon Wireless.
- The employee cannot perform the *Essential Functions* of his or her occupation for which he or she is qualified by training, education or experience for any Employer.

For the period after the first 24 months beginning with the *LTD Effective Date*:

- The employee cannot perform the *Essential Functions* of any occupation for which he or she is qualified by training, education, or experience for any Employer.

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During the period of disability, the employee must:

- Be receiving *Appropriate Care and Treatment* and complying with the requirements of such treatment;
- For LTD benefits, during the qualifying period and the next 24 months of sickness or accidental injury, the employee must not be able to earn more than 80% of the employee's pre-disability earnings at the employee's own occupation for any employer in the employee's local economy. After the expiration of the qualifying period and the next 24 months, the employee must not be able to earn more than 60% of the employee's pre-disability earnings from any employer in the employer's local economy at any *Gainful Occupation* for which the employee is reasonably qualified taking into account the employee's training, education and experience.

For purposes of determining whether a disability is the direct result of an accidental injury, the Disability must have occurred within 90 days of the accidental injury and resulted from such injury independent of other causes.

If the employee's occupation requires a license, the fact that the employee loses the license for any reason will not, in itself, constitute a disability.

MetLife uses an 80% replacement rule based on *LTD Eligible Pay*.

Note: To the extent there is any discrepancy between this summary plan description and the insurance policy underwritten by MetLife, the insurance policy governs. Accordingly, you should refer to your insurance certificate or the master LTD insurance policy for a more detailed explanation of your LTD benefits.

Amount of Your LTD Benefit

Your gross LTD monthly benefit is your *LTD Eligible Pay* × 60%, subject to a maximum of \$30,000 per month.

Your gross LTD benefit is reduced by any other benefits you receive while you are disabled (for more information, see "Receiving *Other Income*" and "Return to Work".) Your net monthly LTD benefit will never be less than \$100 per month.

If a monthly LTD benefit is payable for less than a full month of disability, you will receive 1/30th of your monthly benefit for each day you were disabled that month.

What the LTD Component of the Managed Disability Plan Doesn't Cover

MetLife will not pay for any Disability caused by or contributed to by:

- Disabilities caused by:
 - Intentional self-inflicted injury or illness (while sane or insane);
 - Committing or attempting to commit a felony, or being engaged in an illegal occupation or activity;
 - War or act of war (whether declared or not), insurrection, rebellion or terrorist act;
 - Active participation in a riot or civil commotion;
 - Full time service in the armed forces of any country or international authority; or
 - Service in the armed forces, military reserves or National Guard of any country or international authority, or in a civilian unit serving with such forces.
- Disabilities related to a condition for which the employee is not under the *Appropriate Care and*

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Treatment and for which the employee cannot provide acceptable objective medical evidence, as determined by MetLife in its sole discretion;

- Disabilities that occur or are related to a condition that occurred while the employee was incarcerated in a federal, state, county or municipal correctional institution regardless of whether or not the employee is actually convicted of a crime;
- Disabilities related to and complications resulting from cosmetic surgery, except surgery made necessary by accidental injury, incurred while the employee is receiving STD benefits;
- Disabilities related to and complications resulting from cosmetic surgery, except surgery made necessary by accidental injury, incurred while the employee is receiving STD benefits;
- Disabilities related to and complications resulting from sex change operations, sterility reversals or in vitro fertilization;
- Any person, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer or Verizon Wireless, submits an application or files a claim containing a false or deceptive statement; or
- Any period of disability for which proper notice and proof of claim has not been received by MetLife.
- Disabilities where the employee is absent from work for less than the LTD Qualifying Period.

Pre-existing Conditions

LTD benefits due to a *Pre-Existing Condition* will not be payable unless the period of disability begins after you have been covered under the Managed Disability Plan for 12 months, beginning on the first day of your coverage.

When LTD Benefits End

Generally, LTD benefits are payable (i) for as long as you are certified as disabled, as determined at the sole discretion of MetLife, or (ii) until you reach age 65 or upon death, whichever comes first. However, if you become disabled after age 62, benefits may be paid beyond age 65. The maximum length of time LTD benefits will be paid depends on your age at the time you become disabled and the disability itself. The schedule set forth below, shows the maximum period of time for which you may receive LTD benefits.

Provided that you are physically or mentally disabled, as determined by MetLife, the maximum duration of benefits means the longest period of time for which LTD benefits are payable, as follows: Age at Disability Date	Maximum Benefit Period for LTD Benefits
Less than age 63*	To age 65, or, if longer, for 42 months*
Age 63*	36 months*
Age 64*	30 months*
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 or older	12 months
* You must satisfy the requirements described in the Definition of Disability for LTD Benefits Under the Managed Disability Plan and not have exceeded the limitations explained under Conditions with Limited Disability Benefits.	

An employee's LTD benefit payments will end on the earliest of:

- The end of the maximum benefit period;
- The date benefits end as specified in the section of the insurance certificate issued to Verizon Wireless by MetLife (the "Certificate") entitled "Limited Disability Benefits";
- The date an employee is no longer disabled;
- The date an employee dies except for benefits paid under the following sections of the Certificate:
 - Additional Long Term Benefit;
 - Monthly Payment in the Event of Employee's Death;
 - Single Sum Payment in the Event of Employee's Death;
 - Additional Long Term Benefit; and
 - Benefit(s) in the Event of Employee's Terminal Illness.
- The date an employee ceases or refuses to participate in a rehabilitation program required by MetLife;
- The date an employee fails to have a medical exam requested by MetLife, as described in the "Physical Exams" subsection of the "General Provisions" section of the Certificate; or
- The date an employee fails to provide proof of continuing disability.

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While the Employee is disabled, the benefits described in this summary plan description or the Certificate will not be affected if:

- Verizon Wireless terminates its group insurance policy with MetLife; or
- The group insurance policy is amended to change the LTD disability benefits for employee's class.

Verizon Wireless has delegated to MetLife discretionary authority as to all aspects of claims administration for the Managed Disability Plan. This delegation includes the ability to render all decisions on claims, render decisions on all appeals of denied or terminated claims, and to otherwise interpret the terms of the Plan. The decision of MetLife is final and binding to the extent permitted under law.

Conditions with Limited Disability Benefits Disability Due to Alcohol, Drug or Substance Abuse or Addiction

If an employee is disabled due to alcohol, drug or substance abuse or addiction, MetLife will limit LTD benefits to one period of disability during the employee's lifetime. During the period of disability, MetLife will require the employee to participate in an alcohol, drug or substance abuse or addiction recovery program recommended by a *Physician*.

MetLife will end LTD benefit payments resulting from substance abuse or addiction on the earliest of:

- The date the employee receives 24 months of LTD benefits payments;
- The date the employee ceases or refuses to participate in the recovery program referred to above; or
- The date the employee completes such recovery program.

Disability Due to Mental or Nervous Disorders or Diseases, Neuromuculoskeletal and Soft Tissue Disorders, Chronic Fatigue Syndrome and Related Conditions

If an employee is disabled due to one or more of the conditions set forth below, MetLife will limit the employee LTD benefits to a lifetime maximum equal to the lesser of:

- 24 months; or
- The maximum benefit period.

Employee LTD benefits will be limited as stated above for the following conditions:

- A *Mental or Nervous Disorder or Disease* with the exception of:
 - Schizophrenia;
 - Dementia; or
 - Organic brain disease.
- Neuromuculoskeletal and soft tissue disorders including, but not limited to, any disease or disorder of the spine or extremities and their surrounding soft tissue; including sprains and strains of joints and adjacent muscles, unless there is definitive objective medical evidence of:
 - *Seropositive Arthritis*;
 - *Spinal Tumors*, Malignancy, or *Vascular Malformations*;
 - *Radiculopathies*;
 - *Myelopathies*;
 - Traumatic *Spinal Cord Necrosis*; or
 - *Musculopathies*.
- Chronic Fatigue Syndrome and related conditions.

Mental or Nervous Disorder or Disease means a medical condition which meets the diagnostic criteria set forth in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders as of the date of the employee's disability. A condition may be classified as a *Mental or Nervous Disorder or Disease*

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regardless of its cause.

Seropositive Arthritis means an inflammatory disease of the joints supported by clinical findings of arthritis plus positive serological tests for connective tissue disease.

Spinal Tumors means abnormal growths which may be malignant or benign located on components of the bony spine or spinal cord.

Vascular Malformations means abnormal development of blood vessels.

Radiculopathies means disease of the peripheral nerve roots supported by objective clinical findings of nerve pathology.

Myelopathies means disease of the spinal cord supported by objective clinical findings of spinal cord pathology.

Traumatic Spinal Cord Necrosis means injury or disease of the spinal cord resulting from traumatic injury with resultant paralysis.

Musculopathies means disease of muscle fibers, supported by pathological findings on biopsy or electromyography (EMG).

For Occupational Disabilities

MetLife will not pay benefits for any disability which happens in the course of any work performed by the employee for wage or profit; or for which the employee is eligible to receive benefits under workers' compensation or a similar law.

Receiving Other Income

If you become disabled, you may be eligible to receive benefits from other sources, referred to as *Other Income* benefits. Your LTD benefits will be reduced, or offset, by *Other Income* benefits you or your dependents receive or are eligible to receive. In no event will your monthly LTD benefit be reduced to less than \$100 (except when necessary to recover an overpayment.)

Other Income Benefits

Other Income benefits are benefits for which you or your dependents are eligible (without regard to whether you are actually receiving such benefits) as a result of the disability for which you are claiming LTD benefits under the Managed Disability Plan. *Other Income* benefits are used to reduce the amount of the LTD benefit payable to you under the LTD portion of the Managed Disability Plan. *Other Income* benefits for purposes of determining your LTD benefits include:

- Disability or retirement benefits which you, your spouse or child(ren) receive or are eligible to receive because of your disability or retirement under the U.S. Social Security Act, Railroad Retirement Act, Jones Act, Quebec Pension Plan, Canada Pension Plan, or any other similar federal or provincial government plan;
- Temporary or permanent disability benefits under a workers' compensation law, occupational disease or injury law, or any other similar law;
- Benefits for loss of income due to unemployment or disability under any law or compulsory governmental plan;

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- Disability or retirement benefits from the Veteran's Administration or any other foreign or domestic governmental agency for the same period of disability. However, if you were receiving these benefits prior to becoming disabled, we will only include the amount of any increase in the benefit that is attributable to your disability;
- Benefits under any plan or arrangement of disability coverage, whether insured or not, resulting from your employment by or association with any employer, or resulting from your membership in or association with any group, association, union or other organization;
- Benefits for loss of income under any automobile liability insurance policy;
- Disability benefits available under any group life or group accident insurance policy;
- Disability benefits available under any individual insurance policy where the premium is wholly or partially paid by an employer or for which an employer makes payroll deductions;
- Payments provided under any formal or informal salary continuance plan;
- The amount of any lump sum judgments or settlements you receive representing or compensating for your loss of income, including those for a claim under a workers' compensation law or similar law. If the terms of a settlement are not specific as to what amount is for loss of income due to your disability, then MetLife will pro-rate the amount of the settlement or judgment over the period it would have otherwise been paid or over a period of 60 months (260 weeks), if MetLife cannot determine such a period;
- Benefits under any disability provision of an employer's Pension Plan;
- Retirement benefits under an employer's Pension Plan to the extent that such benefits are attributable to employer contributions. However, if you were receiving these benefits prior to becoming disabled and retain any such retirement payments you receive subsequent to your disability in a plan qualified by the IRS for the funding of a future retirement, we will not count these amounts as *Other Income* Benefits;
- Dependent benefits which your spouse or child(ren) receive or are eligible to receive because of your disability or retirement during the period of disability (i.e., welfare income, Social Security Disability/Retirement Insurance Benefits, state benefits, etc.).

Under the LTD component of the Managed Disability Plan, you are required to apply for any *Other Income* benefits for which you may be eligible (except for retirement benefits that would only be provided to you on a reduced basis).

Social Security Adjustment

If there is a reasonable basis for you to apply for benefits under the federal Social Security Act, MetLife expects you to make a timely application for such benefits. To apply for Social Security benefits means to pursue such benefits until you receive approval from the Social Security Administration, or a notice of denial of benefits from an administrative law judge.

MetLife will reduce the amount of your LTD benefit by the amount of Social Security benefits MetLife estimates that you, your spouse or child(ren) are eligible to receive because of your Disability or retirement. MetLife will start this reduction after you have received 24 months of Disability benefit payments, unless MetLife has received:

- Approval of your claim for Social Security benefits; or
- A notice of denial of such benefits indicating that all levels of appeal have been exhausted.

However, within 6 months following the date you became disabled, you must:

- Send MetLife proof that you have applied for Social Security benefits;
- Sign a reimbursement agreement in which you agree to repay MetLife for any overpayments they may make to you under this insurance; and

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- Sign a release that authorizes the Social Security Administration to provide information directly to MetLife concerning your Social Security benefits eligibility.

If you do not satisfy the above requirements, MetLife will reduce your LTD benefits by such estimated Social Security benefits starting with the first LTD benefit payment coincident with the date you were eligible to receive Social Security benefits.

In either case, when you do receive approval or final denial of your claim for Social Security benefits as described above, you must notify MetLife immediately. MetLife will adjust the amount of your LTD benefit. You must promptly repay MetLife for any overpayment that may have occurred.

Advantages to Social Security Approval

Entitlement to Social Security disability benefits enables you to receive Medicare coverage after 24 months of Social Security disability payments. Social Security approval also provides: Cost of Living Adjustments which will not reduce your payment from MetLife, a trial work period to support ones rehabilitation efforts and protection to your retirement benefits.

Social Security Assistance Program

MetLife has a dedicated team of Social Security Specialists. They provide expert assistance up-front, offer support while you are completing the Social Security forms, and help guide you through the application process. You should file for Social Security disability benefits after you have been disabled under the LTD policy for two or three months.

For more information on Social Security disability benefits, call the Social Security Administration at 1-800-772-1213 or visit the Social Security Administration website at www.socialsecurity.gov.

Return to Work

Rehabilitation Program Incentive

If an employee participates in a rehabilitation program, MetLife will increase the monthly LTD benefit by an amount equal to 10% of the monthly LTD benefit. MetLife will apply this increase before the monthly LTD benefit is reduced by any *Other Income*.

Work Incentive

While an employee is disabled, MetLife encourages employees to work. If an employee works while he or she is disabled and receiving monthly LTD benefits, the employee's monthly LTD benefit will be adjusted as follows:

- Increased by 10% if the employee is participating in a rehabilitation program; and
- Reduced by *Other Income* as defined in the Certificate.

An employee's monthly LTD benefit, as adjusted above, will not be reduced by the amount an employee earns from working, except to the extent that such adjusted monthly LTD benefit plus the amount the employee earns from working and the employee's *Other Income* exceeds 100% of employee's pre-disability earnings.

Limit on Work Incentive

After the first 24 months of LTD benefits, MetLife will reduce an employee's monthly LTD benefit by 50% of the amount the employee earns from working while disabled.

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Family Care Incentive

If an employee works or participates in a rehabilitation program while disabled, MetLife will reimburse the employee up to \$400 for each family member for monthly expenses incurred by the employee to provide:

Care for a child (including a legally adopted child) of the employee or the employee's spouse, or child for whom the employee or the employee's spouse has been appointed as the child's legal guardian and who is:

- Living with the employee as part of the employee's household;
- Dependent upon the employee for financial support; and
- Under the age of 13.

The childcare must be provided by a licensed childcare provider who may not be a member of the employee's immediate family or living in the employee's residence.

MetLife will make reimbursement payments to the employee on a monthly basis starting with the first monthly LTD benefit payment until the employee has received 24 monthly LTD benefit payments. Reimbursement payments will not be made beyond the maximum benefit period. MetLife will not reimburse the employee for any expenses for which the employee is eligible for payment from any other source. An employee must submit to MetLife proof that he or she has incurred such expenses.

Moving Expense Incentive

If an employee participates in a rehabilitation program approved by MetLife while disabled, MetLife may reimburse any expenses the employee incurs in order to move to a new residence when recommended as part of said rehabilitation program. Such expenses must be approved by MetLife in advance.

The employee must submit to MetLife proof that he or she has incurred moving expenses.

MetLife will not reimburse an employee for moving expenses if the services were provided by a member of the employee's immediate family or someone who is living in the employee's residence.

Employment Termination

When you become eligible to receive LTD benefits, Verizon Wireless will continue to engage with you on your need for a reasonable accommodation in the form of a continued leave of absence from work. The Company's determination of whether and for how long the Company can hold your position as a reasonable accommodation for a disability is a separate decision-making process from whether MetLife approves you to receive LTD benefits.

You must provide the Company with the Workplace Arrangement Forms and any other information requested to support a request for accommodation apart from any forms or information MetLife may request. If you do not submit this documentation supporting a request for reasonable accommodation within the required timeframe, or if your request for additional time off is not considered a reasonable accommodation, your employment may be terminated.

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If You Are Re-hired by Verizon Wireless

If you are rehired by Verizon Wireless full-time after receiving LTD benefits, and become disabled again, the date you become eligible to receive LTD benefits again depends on the length of time you were able to work following your rehire, and the cause(s) of your new period of disability:

If you become disabled again due to the same or related cause(s) within six months of your rehire, the Plan will consider it a continuance of your earlier disability. In other words, you may receive LTD benefits immediately, without having to satisfy another benefit qualifying period. If you are eligible for a continuation of your LTD benefits, you will not receive STD benefits.

- If you become disabled after being rehired (if applicable), due to the same or related causes after completing six months of work, the Plan will consider this a new period of disability. That means you will be eligible for STD benefits and must satisfy another 26 week benefit qualifying period before LTD benefits may begin.
- If you become disabled again from an unrelated cause, the Plan will consider this a new period of disability regardless of how long you had worked. That means you will be eligible for STD benefits and must satisfy another 26 week benefit qualifying period before LTD benefits may begin.

Note: If you are rehired, during the 26 week benefit qualifying period prior to when LTD benefits begin you will not be required to complete a new benefit qualifying period if you return for 90 days or less of work (14 days or less in New Jersey). If you return to work for more than 90 days (more than 14 days in New Jersey) and become disabled again, you must complete another benefit qualifying period before LTD benefits are payable.

This Summary Plan Description provides only a brief description of the long-term disability insurance coverage provided by MetLife. For a complete description of coverage, including all exclusions, limitations, and reductions, please refer to the Certificate of Insurance found online at www.verizon.com/benefitsconnection.

Applying for LTD Benefits

If you remain ill or injured after the LTD benefit qualifying period (the first 26 weeks of your Disability including the period you were receiving STD or workers' compensation benefits), you may be eligible for LTD benefits. Here's how the claim-filing process works:

- If you are receiving STD benefits and become eligible for LTD benefits, MetLife will in most cases begin the claims transition process for you. This process will begin on or about the 13th week that you are receiving STD benefits. Note that it is your responsibility to assure that you make a timely application for LTD benefits, and that you assure that all appropriate medical documentation in support of your claim is provided in timely fashion to MetLife. Failure to timely process your claim may result in separation from the payroll after the exhaustion of STD benefits, even if your claim for LTD benefits is still pending.
- If you are not receiving STD benefits, you must give notice of your claim to MetLife within thirty days after the date you become disabled, and you must send your application for LTD benefits, with accompanying medical data, to MetLife no later than thirty days prior to the end of the 26 week benefit qualifying period. If you have any questions, please call MetLife at 1-800-826-1923.
- MetLife is responsible for processing your LTD benefit claim, based on information provided by you and your doctors about your condition, determining whether you qualify for LTD benefits under the terms of the LTD component of the Managed Disability Plan, and if you do qualify, making sure your LTD benefits are paid accurately and promptly.

Verizon Wireless has delegated to MetLife the responsibility for processing your initial claim for LTD benefits and any appeal you may request (if your initial claim is denied), gathering information about your medical condition, determining whether you qualify for LTD benefits under the terms of the Managed Disability Plan, and if you qualify, making sure your LTD benefits are paid accurately and promptly. MetLife is also responsible for notifying you in writing, no later than 45 calendar days following receipt of your LTD claim, of the initial determination of your claim. If additional time is needed to decide your claim, you will be notified by MetLife before the expiration of the original 45 day period.

You will receive written notification of whether your claim is approved or denied within 45 days after MetLife receives due proof of your loss, or within ninety days if there are special circumstances that require more time (such as the need to hold a hearing). Your claim may be suspended or denied if you fail to provide all appropriate medical documentation in support of your claim. MetLife's additional responsibilities include providing:

- The claim decision in writing which will include reference to specific policy provisions,
- Rules or guidelines on which the decision was based,
- A description of additional information needed to support your claim (if applicable),
- Information concerning your right of appeal, and
- A description of the appeal procedures, time limits and notice of your right to bring suit.

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LTD Benefit Overpayment Recovery

Recovery of Overpayments

MetLife has the right to recover any amount determined to be an overpayment. An overpayment occurs if MetLife determines that:

- The total amount paid by MetLife on the employee's claim is more than the total of the benefits due to the employee under the certificate or;
- Payment MetLife made should have been made by another group plan.

If such overpayment occurs, the employee has an obligation to reimburse MetLife. MetLife's rights and the employee's obligations in this regard are described in the reimbursement agreement that the employee is required to sign when they submit a claim for benefits under this certificate. This agreement:

- Confirms that employee will reimburse MetLife for all overpayments; and
- Authorizes MetLife to obtain any information relating to sources of *Other Income*.

How MetLife Recovers Overpayments

MetLife may recover overpayments from the employee by:

- Stopping or reducing any future Disability benefits, including the Minimum Benefit, payable to employee or any other payee under the Disability sections of the certificate;
- Demanding an immediate refund of the overpayment from the employee; and
- Taking legal action.

If the overpayment results from MetLife having made a payment to the employee that should have been made under another group plan, MetLife may recover such overpayment from one or more of the following:

- Any other insurance company;
- Any other organization; or
- Any person to or for whom payment was being made.

Your Other Benefits⁴ While You Are Approved By MetLife for Benefits Under the Plan

VZW Benefits	Approved Short-Term Disability Benefits	Approved Long-Term Disability Benefits
Medical, Dental and Vision Coverage	Coverage continues with payroll deductions from available pay.	Coverage continues at no cost and runs concurrent with COBRA.
Health Spending Account	Participation continues with payroll deductions from available pay.	Participation terminates.
Dependent Care Spending Account	Participation terminates and must call the Benefits Center to re-enroll.	Participation terminates.
Group Life Insurance	Coverage continues with payroll deductions.	Coverage continues at no cost for Basic Life Insurance only. For other coverages, please refer to the Life and Accidental Death and Dismemberment Insurance Plan SPD.
Business Travel and Accident Insurance	Coverage continues.	Coverage terminates.
Tuition Assistance	Participation terminates	Participation terminates.
401(k) Plan	Contributions continue with payroll deductions.	Participation terminates.
Vacation Accrual	Accrual continues for 60 days. After 60 days, accrual terminates.	Accrual terminates.
Personal Day Accrual	Accrual is granted if active within the Quarter the accrual is issued.	Accrual terminates.
Short Term Incentive Plan	STI benefit will be prorated in accordance with the STI Administrative Guide.	Eligibility terminates in accordance with the STI Administrative Guide.
Merit Treatment	Merit award is not prorated.	Eligibility terminates.

⁴ For these benefits, you must be covered under these listed plans on the day before your STD or LTD disability starts in order to be eligible for continued benefits during the period of disability approved by MetLife. Also, your right to continue to participate in these plans may require contributions during the period MetLife certifies you as disabled for STD or LTD benefits. If you fail to make contributions as required, you risk losing coverage. Also, if MetLife does not certify you as disabled and eligible for STD or LTD benefits, your right to continued participation in these plans may cease. Your rights, if any, to continued participation will be governed by the applicable Verizon Wireless plan documents that govern the specific benefit(s) at issue.

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Other Important Information

Fraud Warning

Any person who (i) knowingly and with intent to defraud an insurance company, Verizon Wireless or other person, (ii) files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, or (iii) commits a fraudulent insurance or other act, which is a crime, will be subject to criminal and civil penalties as well as termination from Verizon Wireless.

Right of Recovery/Subrogation

This section describes the Plan's right to seek reimbursement of benefits that are paid by the Plan to an employee if those benefits are related to the acts of a third party (for example, if you are involved in an automobile accident). The Plan may seek reimbursement of these benefits from any recovery you may receive from the third party or another source, including from any insurance proceeds, settlement amounts or amounts recovered in a lawsuit. The terms of the Plan's reimbursement rights are described below:

If an employee receives STD or LTD benefit payments from the Plan as a result of the act of a third party (person or entity), the employee shall be required to refund to the Plan all STD or LTD benefits paid if the employee recovers from any other party (such as proceeds from a settlement, judgment, lawsuit or otherwise as a result of the act).

The Plan's right of recovery shall apply to the entire proceeds of any recovery by the employee (unreduced by attorney's fees and expenses). This includes any recovery by judgment, settlement, arbitration award or otherwise. MetLife and Verizon Wireless do not share in the cost of the employee's recovery.

The Plan's right to recover shall not be limited by application of the "make whole doctrine" (i.e., the Plan has a right of reimbursement out of any recovery, even if the employee is not fully compensated) or the characterization of the nature or purposes of the amounts recovered or by the identity of the party from which recovery is obtained.

You may be asked to sign a Right of Recovery / Subrogation Agreement as part of the claims process. Your failure to sign and return this agreement can result in the denial or suspension of your Plan benefits.

If Your STD or LTD Benefit Claim Is Denied

If your claim is denied, MetLife will notify you of the denial in writing. The notice will:

- Explain why benefits were denied,
- Provide specific denial reasons and include specific Plan provisions (and if applicable, specific rules, guidelines or protocol relied upon in reaching the benefit determination),
- Tell you how to appeal the denial (e.g., submission of medical records),
- Provide review procedures, timelines and rights,
- Explain your rights about receiving copies of all *Relevant Documents*, records and other information relevant to the claim, upon request and at no cost,
- Provide a notice of your right to sue after the appeal is completed,
- Provide notice that your appeal must be filed within 180 days of your denial for it to be considered by MetLife.

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Appealing the Initial Determination

If MetLife denies your claim, you may appeal the decision. You must submit your appeal to MetLife at the address indicated on the denial letter within 180 days of receiving MetLife's decision. Appeals must be in writing and must include at least the following information:

- Name of employee
- Name of the Plan
- Reference to the initial decision
- An explanation why you are appealing the initial determination. As part of your appeal, you may submit any written comments, documents, records, or other information relating to your claim.

After MetLife receives your written request appealing the initial determination, MetLife will conduct a full and fair review of your claim. Deference will not be given to the initial denial, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that you submit relating to your claim without regard to whether such information was submitted or considered in the initial determination. The person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

MetLife will notify you in writing of its final decision within a reasonable period of time, but no later than 45 days after MetLife's receipt of your written request for review, except that under special circumstances MetLife may have up to an additional 45 days to provide written notification of the final decision. If such an extension is required, MetLife will notify you prior to the expiration of the initial 45 day period, state the reason(s) why such an extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information, the time period from MetLife's notice to you of the need for an extension to when MetLife receives the requested information does not count toward the time MetLife is allowed to notify you of its final decision. You will have 45 days to provide the requested information from the date you receive the notice from MetLife.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied and references any specific Plan provision(s) on which the denial is based. If an internal rule, protocol, guideline or other criterion was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that the employee may request a copy free of charge. Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

Glossary

Actively at Work — *Actively at Work* means that you are performing all of the usual and customary duties of your job on a full-time basis. This must be done at:

1. The Employer's place of business;
2. An alternate place approved by the Employer; or
3. A place to which the Employer's business requires the Employee to travel.

You will be deemed to be *Actively at Work* during weekends or Employer approved vacations, approved paid time off days, approved holidays and/or approved business closures. Additionally, you will be deemed *Actively at Work* if you are on an Authorized Leave – Medical or an approved unpaid leave of absence due to your own serious health condition, protected under *FMLA*. Your approved unpaid leave of absence protected under *FMLA* must be related to the same condition in which you are filing a disability claim and have at least one absence approved within the 14 calendar days preceding the first day in which you are claiming disability under the *Plan*.

You are not considered *Actively at Work*, and therefore not eligible for Managed Disability Benefits, if you are unable to work because you are on an unpaid leave of absence which is neither approved by Verizon Wireless and/or protected by *FMLA* due to an employee's own serious health condition.

You are required to be *Actively at Work* in order to be eligible for coverage under the *Plan*.

It is important to note that statutory (state) benefits are an obligation of the state and are not part of a Verizon Wireless sponsored pay program. Therefore, the approval of statutory benefits alone does not deem you *Actively at Work* even in cases in which Verizon Wireless Payroll facilitates payment.

You will be considered absent from work if you work less than 4 hours and do not substitute your time with approved Company paid leave (e.g. vacation, personal days, etc.). If you work four hours or more, this is considered a full day worked under the managed Disability Plan.

Appropriate Care and Treatment — means medical care and treatment that is:

- Given by a *Physician* whose medical training and clinical specialty is appropriate for treating the employee's medical condition;
- Consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- Consistent with a *Physician's* diagnosis of the employee's medical condition; and
- Intended to maximize the employee's medical and functional improvement.

Essential Functions — Functions normally required for the performance of a job or occupation and which cannot be reasonably omitted or modified. MetLife will consider you able to perform *Essential Functions* if you are working or have the capacity to perform such *Essential Functions* at least 37.5 hours per week.

Family and Medical Leave Act or FMLA — The *Family and Medical Leave Act of 1993 (FMLA)* is a Federal law that generally entitles eligible employees to take up to a 12 week leave of absence per year, without pay:

- The birth of a child, including leave to care for or bond with the newborn. Your leave must be taken within 12 months of the birth, and, unless you and the Company agree otherwise, must be taken all at one time;
- The placement of a child with you for adoption or foster care (leave may precede, but must be taken within 12 months of the placement, and, unless you and the Company agree otherwise, must be taken all

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at one time);

- The care for an immediate family member (spouse, son, daughter, parent or domestic partner) with a serious health condition; or
- Your own serious health condition.
- For the spouse, parent, child or next of kin to care for a qualifying service member with a serious injury or illness that was incurred in the line of active duty.
- Military exigency leave.

Note: Certain states may mandate family and medical leave for employees and those leaves may run concurrent with the *FMLA*. For information regarding statutory leaves, please contact MetLife.

Gainful Occupation — An employment position:

- That pays 60% of your pre-disability monthly income, and
- Includes the *Essential Functions* that MetLife, in its discretion, determines you are able to perform given your education, training and experience.

Initial Administration Period — Your anticipated first day absent from work and ends on the earlier of:

- The date MetLife notifies the employee that medical documentation is due, or
- The 14th calendar day following the date the employee reports their absence or in the case of Early Submission claims, the 14th calendar day following the anticipated first day absent from work date.

Job Share - Job sharing allows two people to work part-time on a cooperative basis, performing the duties of one full-time position. The number of hours for each individual may be extended during heavy/peak times. For benefit purposes, *Job Share* employees will be considered "regular full-time employees" with regard to benefits only. The employee is not compensated as a full-time employee.

Note: A *Job Share* was an eligible status of employment that ceased to be offered after December 31, 2001. Therefore, on January 1, 2002, all existing *Job Share* employees became Grandfathered *Job Share* employees. Grandfathered *Job Share* employees retain all eligibilities for benefits afforded them prior to January 1, 2002. Once an employee is removed from the Grandfathered *Job Share* status, the employee ceases to be eligible for *Job Share* status. Also, no new employees can become Grandfathered *Job Share* status employees.

Length of Service — The total of all years of service with AirTouch, Bell Atlantic Mobile, GTE, PrimeCo, RCC, Alltel, and the US operations of Verizon Communications or Vodafone that are separated by no more than one year break in service. The period of the break in service would not be counted for purposes of determining years of service. For more information on the Service Recognition Policy and partner companies please contact your local Human Resources Representative.

LTD Effective Date — The first day in which you are eligible to receive Long Term Disability benefits under the *Plan*. This date is typically the first day of the 27th week from your first day absent from work due to your disabling condition.

LTD Eligible Pay — For LTD benefits, eligible pay is your base salary in effect on the day before your disability absence begins, plus any bonus and/or commission paid as reflected on your W-2 for the calendar year ending before your disability date.

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MBO – Management by Objectives are payments designed to reward some positions (primarily managerial) with responsibilities that are not directly rewarded through commission. These payments are related to individual objectives established for eligible employees.

Mental Health Condition (STD Plan) – A disorder that, in manifestation, cause, symptoms or treatment, is mental in nature. This includes nervous disorders, neuroses, psychoneuroses, psychopathies, psychoses and personality disorders and any other mental or emotional disease or disorder.

Mental or Nervous Disorder or Disease (LTD Plan) – A medical condition which meets the diagnostic criteria set forth in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders as of the date of your disability. A condition may be classified as a *Mental or Nervous Disorder or Disease* regardless of its cause.

Musculopathies - Disease of muscle fibers, supported by pathological finding on biopsy or electromyography (EMG).

Myelopathies - Disease of the *Spinal* cord, supported by objective clinical findings of *Spinal* cord pathology.

Other Income - If you become disabled, you may be eligible to receive benefits or income from sources other than the *Plan*. These sources are referred to as *Other Income*. Examples of *Other Income* sources include CA State Disability Insurance, Social Security benefits and Workers' Compensation. For a complete list, see *Receiving Other Income*.

Physician - A medical practitioner of a healing art which is recognized by applicable state law, and who:

- Is practicing within the scope of his or her license;
- Is certified or credentialed by the appropriate medical or professional board that provides certification or credentialing for practitioners who perform the type of treatment or service such practitioner is providing for your sickness or injury; and
- Possesses the necessary training and qualifications, according to generally accepted medical standards, to evaluate and treat your condition.

The term "*Physician*" does not include you, an employee of Verizon Wireless, anyone related to you by blood or marriage, or anyone living in your household.

Pre-Existing Condition - A *Pre-Existing Condition* is any injury, sickness, mental illness, episode of substance abuse or pregnancy for which you received medical treatment, care, consultation, or services, or took prescription medications or had medications prescribed, in the three-month period prior to your effective date of coverage for LTD benefits under *Plan*.

Plan - This Managed Disability Plan which provides self-insured short term disability benefits under the Verizon wireless Short Term Disability Plan and provides short and long term disability benefits under the Verizon Wireless Health and Welfare Benefits Plan.

Radiculopathies - Disease of the peripheral nerve roots, supported by objective clinical findings of nerve pathology.

Relevant Documents - Those documents that are actually submitted, generated or reproduced as part of the processing of a specific claim. Such documents would routinely be those that are contained in the claim file.

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Seropositive Arthritis - An inflammatory disease of the joints, supported by clinical findings of arthritis plus positive serological tests for connective tissue disease.

Spinal - Components of the bony spine or spinal cord.

STD Eligible Pay - For STD benefits, eligible pay is your base salary in effect on the day before your disability absence begins. If you are a commissioned employee, your eligible pay is based on your base salary plus 80% of your target commission and/or *MBO* in effect on the day before your disability absence begins. STD Eligible Pay is subject to income limitations under IRS section 401(a)(17).

State Disability Benefits - Statutory disability benefits offered by certain states that provide employees with compensation during a certified disability. Currently, these benefits are available in California, Hawaii, New Jersey, New York, Rhode Island and Puerto Rico and eligibility for them is not contingent upon the employee being eligible for STD benefits under the *Plan*.

Traumatic Spinal Cord Necrosis - Injury or disease of the spinal cord resulting from traumatic injury with resultant paralysis.

Tumors - Abnormal growths, which may be malignant or benign.

Your Occupation - The employment activity that you regularly performed at Verizon Wireless immediately prior to the disability for which you are receiving benefits under this *Plan*.

Your Occupation is not limited to the specific position you held with Verizon Wireless, but encompasses similar positions/activities that could be performed for another employer, based on job descriptions provided by the employer or included in the most current volume of the U.S. Department of Labor's Dictionary of Occupational Titles.

MetLife will consider how the activities of an occupation are performed in the national economy rather than how work tasks are performed for a specific employer or in a specific area or region (i.e., the region where you resided or worked prior to the injury or start of the sickness for which you are receiving STD or LTD benefits under the *Plan*.)

Other General Provisions and Disclaimer

Verizon Wireless has full discretionary authority to interpret the terms of the *Plan* summarized in this document and determines your eligibility for benefits under the *Plan's* terms. Verizon Wireless has delegated this authority to MetLife.

Although Verizon Wireless presently intends to continue the *Plan* outlined in this SPD, it reserves the right to act through its most senior human resources officer or through a designee thereof either to amend, modify, suspend or terminate the *Plan* in whole or in part at any time, at its discretion, with or without advance notice to participants, for any reason, subject to applicable law.

Verizon Wireless also reserves the right to change the amount of required participant contributions for coverage under the *Plan* at any time, with or without advance notice to participants, subject to applicable law.

Verizon Wireless also may transfer the obligations to provide welfare benefits and any related assets, if it desires, to another entity in connection with: (1) a transaction in which Verizon Wireless transfers all or a portion of a business unit; or (2) an outsourcing arrangement, joint venture or other business transaction.

All terms of the *Plan* are legally enforceable. However, this statement of benefits does not constitute a contract of employment or guarantee of any particular benefit.

As a matter of prudent business planning, Verizon Wireless continually is reviewing and evaluating various proposals for changes in its benefit plans and programs. Unless and until Verizon Wireless formally announces such changes in approved written communications from the Executive Director of Employee Relations or VP of Human Resources, no one is authorized to give assurances that such changes will or will not occur.

ERISA Information

The Employee Retirement Income Security Act of 1974 (ERISA) requires that we provide you with the following information about the Plan.

The benefits provided by the Plan are actually provided under two separate plans for purposes of ERISA. The following chart identifies the information for each ERISA plan.

	Self-funded STD	Insured STD and LTD
Plan name:	Verizon Wireless Short Term Disability Plan	Verizon Wireless Health and Welfare Benefits Plan
Plan number:	515	501
Plan year:	The plan year begins on January 1 and ends on December 31st. The Plan's financial records are based on the plan year.	The plan year begins on January 1 and ends on December 31st. The Plan's financial records are based on the plan year.
Type of plan:	A "welfare benefit plan" under ERISA, providing self-funded short-term disability benefits.	A "welfare benefit plan" under ERISA, providing medical, dental, life insurance, short-term disability insurance, long-term disability insurance, accidental death and dismemberment insurance and business travel accident insurance benefits, flexible spending accounts and an employee assistance program. This summary describes only the short-term disability insurance and long-term disability insurance benefits.
Type of funding:	The Verizon Wireless Short Term Disability Plan is funded by a trust known as a VEBA. The Trustee of that trust is: The Bank of New York Mellon BNY Mellon Asset Servicing Mellon Center – Room 151-0625 Pittsburgh, Pennsylvania 15258-0001	The STD and LTD benefits are insured by Metropolitan Life Insurance Company.
Type of administration:	Contract administration.	Insurer administration.
Plan administrator:	Verizon Wireless Plan Administrator Mail Stop VC52N184B One Verizon Way Basking Ridge, NJ 07920	Verizon Wireless Plan Administrator Mail Stop VC52N184B One Verizon Way Basking Ridge, NJ 07920

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Employer who sponsors the Plan:	Verizon Wireless One Verizon Way Basking Ridge, NJ 07920	Verizon Wireless One Verizon Way Basking Ridge, NJ 07920
Participating Employers:	Cellco Partnership (d/b/a Verizon Wireless)	All Verizon Wireless domestic companies, except any company, location or group specifically excluded from participation by plan amendment. Contact the Verizon Wireless Benefits Center to determine whether a particular Verizon Wireless affiliate is a participating company in the plan and to request that affiliate's address.
Employer's EIN (Employer Identification Number):	22-3372889	22-3372889
Agent for service of legal process:	Verizon Wireless Plan Administrator Mail Stop VC52N148B One Verizon Way Basking Ridge, NJ 07920	Verizon Wireless Plan Administrator Mail Stop VC52N148B One Verizon Way Basking Ridge, NJ 07920

Rights Under ERISA

As a participant in the *Plan* you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called

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"fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may terminate you or otherwise discriminate against you in any way to prevent you from obtaining a welfare plan benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a disability benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact MetLife. If you have any questions about this statement or about your rights under ERISA or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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Welcome to VZTimeoff, your site to learn more about time off eligibility and how to apply for a leave of absence.

Use this site to get an overview of what's required to complete the certification processes, understand how your salary is affected, and successfully manage your return to work.

To apply for a leave you must apply online at [viaOne express](#) or contact Sedgwick at 1-800-826-

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(<https://www.verizon.com/benefitsconnection>)

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Disability Benefits Summary Plan Description ([pdfs/Disability-Benefits-SPD.PDF](#))

Exhibit B

1923. See [Applying for Leave \(overview-applying.shtml\)](#) for more information.

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Short-Term Disability Overview

The Short-Term Disability plan provides you with a percentage of your salary if you have to miss work due to injury, prolonged illness, or pregnancy.

MetLife administers the Verizon Wireless STD benefit plan. To qualify for STD, you must:

- Be a full-time employee.
- Be absent due to your own injury, illness, or pregnancy for eight consecutive calendar days or more,
- Notify MetLife of your absence no later than the eighth consecutive calendar day beginning with and including your first day absent from work,
- Be under the care of a physician and/or hospitalized,
- Have the disability certified through MetLife
- Make sure your doctor sends any necessary paperwork supporting your claim to MetLife in a timely manner,
- Not be engaged in any other job/occupation or be self-employed while on leave, and
- Return to work immediately upon the expiration of your approved disability leave.

If you do not inform MetLife of your absence by the eighth consecutive calendar day, beginning with and including your first day absent from work, you will be denied STD coverage under the Managed Disability Plan.

If you are temporarily disabled due to an on-the-job injury, you may be eligible for an STD benefit in addition to the workers' compensation benefit payments you receive from Sedgwick CMS. However, it is important to note that the combined total of these payments cannot exceed 100% of your salary.

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Eligibility

To be eligible for STD benefits, you must:

- Be a full-time employee,
- Be a citizen or legal resident of the United States and on the Verizon Wireless U.S. payroll,
- Be actively at work on the date before your first day absent from work,
- Be absent due to your own illness for eight consecutive calendar days,
- Notify MetLife of your absence no later than the eighth consecutive calendar day beginning with and including your first day absent from work,
- Be under the care of a physician and/or hospitalized
- Have the disability certified through MetLife,
- Make sure your doctor sends any necessary paperwork supporting your claim to MetLife in a timely manner,
- Not be engaged in any other job/occupation or be self-employed while on leave, and
- Return to work immediately upon the expiration of your approved disability leave.

If you do not inform MetLife of your absence by the eighth consecutive calendar day including your first day absent, you will be denied STD coverage.

If you are a part-time, seasonal, or temporary employee, you are not eligible for Verizon Wireless STD benefits. However, you may be eligible for statutory disability benefits, if mandated in the state where you work.

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To ensure you receive an accurate paycheck and do not experience an interruption in pay while out on an approved disability, you must contact MetLife and file your claim no later than the eighth consecutive calendar day beginning with and including your first day absent from work. How quickly you receive your benefit payments depends on:

- When you contact MetLife to report your disability,
- How quickly you and your doctor respond to the request for information about your medical condition
- How quickly MetLife is able to review the documentation, and
- How long you have been with the company.

If you are approved for STD benefits, you will be paid 0%, 60% or 100% of your STD Eligible Pay based on the Verizon Wireless Disability Benefits Schedule. This schedule is based on your length of service with Verizon Wireless as of your last day of work before your disability absence began.

All STD claims will be paid current in all states except California. California employees will be paid in the arrears, consistent with the current pay practices.

Short Term Disability benefits from the Plan are reduced by any payments received from State Disability Insurance, Worker's Compensation and Social Security.

If you work in CA, RI or HI, you are required to file a claim directly with your State. VZW will make deductions of the anticipated amount received from your State.

If You Receive A Sales Commission

If you are eligible to receive commission pay and have been assigned an annual target commission, your STD Eligible Pay Commission payments advanced to you as a result of your pre-disability sales and other activities will be paid to you in addition to your disability pay and are not used to reduce your disability benefits. However, charge backs may reduce the amount of the STD benefits you receive.

Overpayments or Payments Made in Error

To avoid any delay of your STD benefit payment, you should complete a Repayment Agreement (Link to: Launch Repayment Agreement PDF). If you return the Repayment Agreement to Payroll, your pay will continue for the first 14 calendar days of your pending disability application period. If you are either denied or do not return the Repayment Agreement to Payroll, your disability pay will not begin.

In the event that you have been overpaid or received benefit payments in error, this Agreement authorizes Verizon Wireless to deduct, within six months, up to 20% from your pay for repayment of any benefits paid in excess of those for which you are entitled.

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Benefits Affected

During an extended absence, you may experience a change in your benefits. The following chart shows the effect of STD on your benefits:

Benefit	On STD...
Health & Welfare Benefits Coverage	Continues
Health Care Spending Account Contributions	Deductions Continue
Dependent Care Spending Account Contributions	Participation terminates on the date you begin your leave
Group Life Insurance Coverage	Continues
401(k) Contributions	Deductions Continue
Vacation Accrual and Personal Day Allotment	Terminates after 60 days (Personal will be granted if work within the quarter)
Short Term Incentive	Will be prorated after 28 days of absence
Tuition Assistance (LearningLINK)	Suspended until you return to a paid status. Prepaid tuition for classes currently in progress must be repaid to VZW.

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Benefits Denial

In some instances, MetLife may deny your claim for benefits. This section explains the basis for these actions.

Reasons for Denial

- **Failure to Contact MetLife By the Eighth Day** - MetLife will deny your claim for STD coverage under the Managed Disability Plan if you fail to inform them of your absence by the eighth consecutive calendar day beginning with your first day absent from work.
- **Failure to Provide Information in a Timely Manner** - It is your responsibility to make sure that your doctor sends any necessary paperwork supporting your claim to MetLife in a timely manner and maintains good communication with MetLife throughout the process.
- **Lack of Objective Medical Data** - MetLife evaluates your claim based on objective medical data. If your doctor does not provide MetLife with objective medical data that your condition prevents you from doing your job at Verizon Wireless, your claim will be denied.

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Denial of Benefits

If your claim is denied, your pay will be stopped. In addition, MetLife will notify you in writing. The letter will:

- Explain and provide details on why your benefits were denied,
- Describe any additional information you may need to provide to support your claim, and
- Provide you with appeal procedures, timelines and your rights.

If you have a denial of benefits, your attendance record, pay or employment status may be affected as outlined in the following table:

Attendance Record	Should you receive a denial of benefits, your absence will be considered "unexcused" unless you are certified for FML. You should return to work immediately. If you do not return to work, you must contact Human Resources and your supervisor immediately to provide an update on your status; otherwise you risk termination for job abandonment. Also, you must submit an appeal to MetLife within 180 days from the date you are notified of the denial, in accordance with the Employee Retirement and Income Security Act (ERISA).
Pay	Should you receive a denial of benefits, your pay will be suspended until either your claim is reinstated or you return to work.
Employment Status	If your claim is not certified and you do not contact Human Resources and your supervisor to provide an update on your status, you risk termination for job abandonment. However, any change in your employment status will not affect your right to appeal the termination of benefits under Verizon Wireless' STD Plan.

Appealing MetLife's Decision

If you appeal the decision, you will be required to use all of your available and remaining federal and state leave time. Then, you may apply for a Leave of Absence (LOA) through your department. Granting a LOA is at the discretion of your department and Human Resources, and placement on a LOA will not guarantee job reinstatement. Additionally, if your request for an LOA is granted, your LOA will run concurrently with your available and remaining federal and state leave time.

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MetLife must inform you of a decision based on your appeal within 45 days of the time they receive your appeal. If MetLife reverses the denial and certifies your claim, your benefit payments will be reinstated back to your last day of payment. If MetLife upholds their original decision, the suspension of your payments will stand and your absence will remain "unexcused."

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Certification Process

Ensuring efficient and effective administration of your STD takes teamwork. It requires everyone to maintain open communication throughout the process. Additionally, you and your supervisor have specific responsibilities in the certification process.

As an employee, you are responsible for maintaining open communication with MetLife and your supervisor during an extended absence. You must notify your supervisor of all absences and work with MetLife to ensure that your pay is not interrupted and your claim is processed properly. This includes providing all necessary documentation to support your claim throughout your absence, and maintaining good communication with MetLife throughout the process. You should not be engaged in any other job/occupation or be self-employed while on leave, and, you should return to work immediately upon the expiration of any approved leave.

To begin proper administration of your STD, you must also take the following actions...

Action Steps

- Call MetLife at 1-800-826-1923 and file your claim no later than the eighth consecutive calendar day including your first day absent from work, or use the Applying for STD & FML tool to find out what claims you can file online. If you are pregnant and are not experiencing complications, call MetLife two to four weeks before your scheduled due date to begin the certification process for STD and FML. If you do not inform MetLife of your absence by the eighth consecutive calendar day including your first day absent from work, you will be denied STD coverage.
- MetLife will ask you a series of questions to determine your eligibility for STD, FML, and/or other related benefits.
- MetLife will assign you one case number and case manager for both your STD claim and your FML claim. Claimants in Hawaii, New York, and New Jersey may have an additional claim number.
- Once you have been assigned your case number, MetLife will send you an introduction package.
- Upon receipt of a package from MetLife, complete and return the following documents:
 - Authorization to Disclose Information About Me to MetLife
 - VZW Repayment Agreement to Global Payroll
- Work with your physician to ensure that MetLife receives the appropriate objective medical data that your condition prevents you from performing the essential functions of your job at Verizon Wireless within the appropriate timeframe.
- MetLife will continue to be in contact with you throughout the STD and FML approval process.
- Upon your return to work, you or your supervisor should notify MetLife.

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